



REQUEST FOR PROPOSALS

Elevator Maintenance

RFP Number: 2016-17-8500-36-007

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, APRIL 25, 2017

RESPONSE SUBMISSION DATE AND TIME

TUESDAY, MAY 9, 2017

AT

CITY OF HIALEAH
OFFICE OF THE CITY CLERK
CITY HALL, 3RD FLOOR
501 PALM AVENUE
HIALEAH, FL 33010 – 4719

Each Proponent is solely responsible for ensuring that its response to this Solicitation is received by the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Copies of this RFP Document may be obtained by contacting Luis Suarez at 305-883-5865 or by email at lasuarez@hialeahfl.gov



The City of Hialeah, Florida (hereinafter referred to as the "City"), is hereby soliciting Proposals for a three year term, with an option to renew for two consecutive years, from all Qualified Companies/Entities to furnish all labor, materials, tools, and equipment necessary to provide regular and systematic elevator maintenance for each of the facilities as specified herein.

For the purposes of this RFP, a Qualified Company/Entity means a company/entity that has submitted Form A-8, and a Statement of Qualifications, Section 3.6, to the City and was deemed qualified by the City. Any Qualified Company wishing to submit a Proposal shall comply with the requirements contained in this Request for Proposals ("RFP" or "Solicitation") for Elevator Maintenance Services (RFP Number: 2016-17-8500-36-007).

Each Proposal shall be submitted in a sealed envelope. The outside of each sealed envelope must clearly indicate the name and number of this RFP (Elevator Maintenance; RFP Number: 2016-17-8500-36-007); the Proponent's name and address; and the name and telephone number of the Proponent's contact person.

Each Proposal shall be delivered to the City no later than the date and time specified below. Proposals received after said date and time will not be considered and no time extensions will be granted. Each Proposal shall be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

The City's schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday April 10, 2017	
Pre-Submittal Conference:	Tuesday April 18, 2017	11:00 AM
Last Date for Receipt of Written Questions:	Tuesday April 25, 2017	2:00 PM
Deadline for Submittal of Proposals*:	Tuesday May 9, 2017	11:00 AM
Evaluation of Proposals:	TBD	
City Council RFP selection meeting Date:	TBD	

(The City reserves the right to delay or modify scheduled dates and will notify Proponents of all changes in scheduled dates.) *Irrevocable and cannot be withdrawn for 180 days from submittal. Copies of this Solicitation may be obtained from the Purchasing Department. Proposal Opening immediately follows the Deadline for Submittal of Proposals.



MANDATORY PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held on the date and time specified above at City Hall, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010, in the City Council Chambers, to discuss the special conditions and requirements included in this RFP. Each Proponent must attend the Pre-Submittal Conference. Each Proponent should bring a copy of this RFP to the conference because additional copies of this RFP will not be available. Proposals submitted by Proponents not in attendance at the Pre-Submittal Conference will not be considered. Copies of this Solicitation may be obtained from the Purchasing Department.

ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves its right to: reject any or all Proposals, with or without cause; waive minor irregularities with regard to the RFP requirements and the Proposals received; and award the City's contract to the Proponent that is deemed to be responsible, responsive, and providing the best overall value to the City.

Please be advised that this Solicitation is issued subject to the City of Hialeah's Code of Ordinances. Communications with the Mayor, City Council, and City Staff are restricted, as specified in Sections 5.5 and 5.18 of this Solicitation.

We look forward to your active participation in this Solicitation.

Sincerely,



Luis A. Suarez

Acting Purchasing Manager

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**SECTION 1.0
BACKGROUND AND GENERAL CONDITIONS**

1.1 DEFINITIONS

Capitalized words and phrases in this RFP are defined in this Section 1.1 and in the Agreement that is contained in Section 6, below. In addition, the following terms, phrases, words and their derivations shall have the meaning given herein:

'Agreement' means the "Elevator Maintenance Agreement", including all of the exhibits and amendments thereto.

'Award' means the acceptance of a Proposal or offer by the City Council of the City of Hialeah.

'Successful Proponent' means the Bidder that receives an award of the Agreement from the City as a result of this Request for Proposals.

'Proponent' means the Person, company, entity or organization submitting a Proposal in response to this Request for Proposals.

'City' means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida or (b) the government of the City, acting through the City council or its designees.

'Solicitation' means this Request for Proposals.

'Work', 'Services', 'Program', 'Project', or 'Engagement' mean all matters and things that will require to be done by the Successful Proponent(s) in accordance with the scope of work and all terms and conditions of this Request for Proposals.

1.2 INTRODUCTION

The City of Hialeah ("City") has issued this Request for Proposals ("RFP" or "Solicitation") for the purpose of establishing a three (3) year services agreement, with an option to renew for two years, to furnish all labor, materials, tools, and equipment necessary to provide regular and systematic elevator maintenance for each of the facilities as specified herein. Said services shall be provided at the lowest price, as specified herein, from a company that will give prompt, efficient and quality service while fully complying with the terms, conditions and specifications of this Solicitation. The Proponent must have the capacity to service efficiently and expeditiously each of the elevators at the location indicated herein.

This RFP provides interested Persons with general information concerning the procedures that will be used to select the successful Proponent. Each Proponent shall review this Solicitation carefully. The terms and conditions contained in this RFP shall govern the City's competitive procurement process under this Solicitation. The City will reject any Proposal that is conditional, or subject to exceptions or qualifications, or based on alternate provisions.

Proponents should physically inspect the elevators on their own at the facilities described herein before submitting a Proposal. Proponents shall contact Luis Suarez at 305-883-5988 or by email at lsuarez@hialeahfl.gov to schedule an inspection.

GENERAL INSTRUCTIONS

All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section. Each Proposal shall be neatly typed and double-sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required.

Please be concise in all responses. If any category is NOT APPLICABLE, expressly state that it is not applicable. Proposals that do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

SUBMISSION OF RFP PACKAGE

Each Proposal, including the original and copies, shall be submitted in a sealed envelope.

TABBING OF SECTIONS

If a tab section does not apply to you, you should put "Not Applicable" on a sheet of paper.

TAB 1 – LETTER OF INTENT

Each Proponent shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to commit the Proponent to the terms presented in its Proposal. The letter of intent must expressly state that the Proponent will provide the services requested in the RFP, and in compliance with the terms of the RFP and in the Agreement, for the prices submitted with the Proposal.

TAB 2 – STATEMENT OF ORGANIZATION

Each Proponent shall provide information concerning the Proponent's basic organizational structure by completing Form A-8. A Proponent may provide any additional information that will assist the City in understanding the Proponent's organization.

Each Proponent must submit a certificate or other appropriate documentation demonstrating that: (a) the Proponent is authorized or otherwise approved to conduct business in the State of Florida; and (b) if the Proponent is a corporation or limited liability corporation, the corporation is in good standing. Further, the Proponent shall submit a certificate, resolution, or other documentation confirming that the Person signing the City's forms is duly authorized to bind the Proponent to the terms in its Proposal.

Each Proponent must state whether it currently is a registered vendor in the City of Hialeah. If the Proponent currently is registered, please submit the vendor's registration number issued by the City of Hialeah or other documentation to demonstrate that the Proponent is authorized to conduct business in the City. The Proponent should include the location of its offices, particularly the office that would oversee this Agreement.

TAB 3 – SUBCONTRACTORS

Each Proponent must identify each subcontractor (if any) that the Proponent intends to use under this RFP. Among other things, the Proponent must describe the services to be provided by each subcontractor and demonstrate that the subcontractor is qualified to provide such services.

TAB 4 – CAPACITY TO PERFORM

Each Proponent must provide information demonstrating that the Proponent will be able to dedicate sufficient personnel, inventory, and other resources to perform the work required under the Agreement. Each Proponent must identify and describe the resources it has available to serve the City.

TAB 5 – APPROACH TO CITY’S WORK

Each Proposal must include a description of the systematic approach and actions to be taken to provide the services requested under the Agreement. This systematic approach must describe, at a minimum, the established procedure and Proponent’s capability to process orders, including emergency orders, respond to complaints, and address disputes. The Proponent shall describe delivery process, response time, and location from which the Proponent will perform the services pursuant to the requirements of the Agreement.

1.3 SOLICITATION TIMETABLE

The following timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable, as the City deems necessary, during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	Monday April 10, 2017	
Pre-Submittal Conference:	Tuesday April 18, 2017	11:00 AM
Last Date for Receipt of Written Questions:	Tuesday April 25, 2017	2:00 PM
Deadline for Submittal of Proposals*:	Tuesday May 9, 2017	11:00 AM
Evaluation of Proposals:	TBD	
City Council RFP selection meeting Date:	TBD	

**IRREVOCABLE AND CANNOT BE WITHDRAWN FOR 180 DAYS FROM SUBMITTAL.*

1.4 PROPOSAL CLARIFICATIONS AND INQUIRIES

Any questions, suggestions, or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile, or e-mail to Mr. Luis Suarez, in the City’s Purchasing Department, at 501 Palm Avenue (4th Floor), Hialeah, Florida 33010. Facsimile transmissions shall be directed to Mr. Suarez at (305) 883-5988; E-mails shall be directed to lasuarez@hialeahfl.gov.

The City will only respond to questions submitted to the City in writing.

The RFP number and title shall be identified in all correspondence. Be sure to include the page and paragraph number of the RFP for each question to ensure that questions are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable (Section 1.3). **NO QUESTIONS OR CLARIFICATIONS WILL BE ACCEPTED VERBALLY OR AFTER THE DEADLINE.** The City’s official responses to questions or clarifications will be sent to all Proponents in the form of an addendum. It is the Proponent’s sole responsibility to ensure the Proponent receives all addenda.

1.5 PROPOSAL CONDITIONS

1.5.1 THE CITY'S RIGHTS

In its sole and absolute discretion, the City may: reject any or all Proposals; cancel and re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any minor irregularities in this RFP or in any Proposal received by the City.

The City shall have the sole and absolute discretion to determine: the manner and extent to which the City will investigate a Proponent's qualifications; whether a Proponent is responsive or responsible; whether a Proponent will be awarded the Agreement; and whether any award will be made as a result of this RFP. In addition to these rights, the City reserves unto itself all other rights, privileges and immunities provided by law.

In no event will any successful challenger of these determinations or decisions be automatically entitled to an award of the Agreement.

The submittal of a Proposal shall constitute an offer by the Proponent to provide the services described in this RFP, subject to and in compliance with the requirements in the Agreement.

1.5.2 RULES, REGULATIONS, AND REQUIREMENTS

Each Proponent shall comply with all applicable law, including but not limited to all local, state, and federal laws, ordinances, and regulations applicable to this RFP and the services required in the Agreement.

1.5.3 CHANGE OF PROPOSAL

Any Proponent that wishes to change his/her Proposal must do so in writing prior to the deadline for submitting Proposals. Any request for changes to a Proposal must be delivered to the City prior to the deadline for submitting Proposals. The Proponent's name, the title of this RFP, and this RFP number shall appear on the document requesting a change to the Proposal.

1.5.4 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn prior to the deadline for submitting Proposals to the City under this RFP. Any Proposal that is not withdrawn in time shall constitute an irrevocable offer to provide the services requested herein. The offer shall remain in effect for the period of one hundred eighty (180) days after the deadline for submitting the Proposal.

1.5.5 PROPOSAL SUBMITTAL/ADDENDUMS

Each Proposal submitted to the City shall include all of the completed Proposal forms and all of the required information, as indicated on the Proposal forms. Proposals may be considered Non-Responsive if the required information is not submitted with the Proposal package.

1.6 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Proponent must submit all documents and information necessary to demonstrate that the Proponent has the resources and experience to provide the services solicited. Pursuant to Section 2-811 of the City's Code of Ordinances, a responsible bidder or proponent "means a person who has the capability in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Any Proponent that fails to satisfy the following minimum requirements may be deemed not responsible.

- 1.6.1 Each Proponent shall submit proof that the Proponent is a Person licensed to do business in the State of Florida and in good standing.
- 1.6.2 Each Proponent shall submit proof to have been in the business of elevator maintenance and repair services in good standing for not less than five (5) years and who is an active registered elevator company with the Florida Department of State Division of Corporations.
- 1.6.3 Each Proponent shall provide the City with the names of and contact information for at least three (3) Florida cities, counties or governmental agencies of comparable population or that have serviced elevators of comparable like and kind to that of the City of Hialeah that have used the Proponent's services. **NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.** It is the responsibility of the Proponent to make sure the contact person will respond to the City's inquiries. The Proponent's references should be identified in Form A-8 ("Proponent's Qualifications and References"), which is attached to this RFP.
- 1.6.4 Each Proponent shall provide a description of the supplies, materials, equipment, and number of employees that will be used to satisfy the requirements in this Solicitation.
- 1.6.5 Each Proponent shall identify and provide a brief description of each case filed or pending on or after January 1, 2012, where: (a) a civil, criminal, administrative, bankruptcy, or other similar proceeding was filed against the Proponent and the proceeding arose from or was related to a dispute concerning the Proponent's rights, remedies or duties under a contract; and (b) administrative fines, liquidated damages, or other penalties greater than \$10,000 were assessed or deducted from the Proponent's payments under a contract in Florida.
- 1.6.6 Each Proponent also shall complete Tab-3.

1.7 GROUND FOR REJECTING PROPOSALS

Proposals found to be non-responsive may not be considered. A Proposal may be found to be non-responsive because, among other things, the Proponent: failed to utilize or complete the required forms; failed to provide additional information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Proposals include, but are not limited to, evidence of: collusion among Proponents; a lack of experience, expertise, or other qualifications to perform the required work; a submission of more than one Proposal by any Person under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Proponent on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Proponent on Miami-Dade County's Debarred Contractor's List. In addition, Proposals will be rejected if the Proposals are not delivered to the City's Purchasing Department on or before the date and time specified for the submittal of the Proposal.

1.8 LATE SUBMISSIONS

The City will not accept Proposals received after the deadline designated in Section 1.3 of this RFP. The City encourages the early submittal of Proposals.

1.9 PROPOSAL OPENING

Timely received Proposals will be announced at the Proposal opening immediately following the deadline for submittal of proposals. Proposals will be read in the Council Chambers, which is located on the 3rd floor of City Hall, 501 Palm Avenue, Hialeah, FL 33010. A list of Proponents shall be available from the City Clerk's Office.

1.10 METHOD OF AWARD:

The City plans to make an award to the Proponent who meets the terms and conditions and specifications in this Solicitation and taking into account the lowest total overall cost offered in the Cost Proposal (appendix C) and Hourly Rate Breakdown (appendix C-1). Costs in this Solicitation and provided by each Proponent must include all fees, charges, surcharges, and taxes. Points shall be apportioned with the highest points on cost awarded to the lowest cost. For example, 25 points is allocated to the lowest cost. If Proponent "A" proposes under the Cost Proposal \$3.00 as a cost and this is the lowest Cost, then this Proponent receives the maximum 25 points ($\$3.00 / \$3.00 = 1.00 \times 25 = 25$). Assume Proponent "B" has the next lowest Cost at \$4.00, then "B" receives 18.75 points ($\$3.00 / \$4.00 = .75 \times 25 = 18.75$). If Proponent "A" proposes for Hourly Rate Breakdown \$3.00 as a cost and this is the lowest cost, then this Proponent receives the maximum 15 points ($\$3.00 / \$3.00 = 1.00 \times 15 = 15$). Assume Proponent "B" has the next lowest cost at \$4.00, then "B" receives 11.25 points ($\$3.00 / \$4.00 = .75 \times 15 = 11.25$).

Pursuant to Section 2-811 of the City's Code, a responsible Proponent "means a person who has the capability in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Under the City Code, a responsive Proponent "means a person who has submitted a bid or proposal that conforms in all material respects to the invitation to bid. . . ." In determining the lowest priced, responsible and responsive Proponent, the City may consider the following criteria with the associated point values:

Criteria	Point Value
Experience (Including but not limited to, References, years of experience, and similar current contracts with other municipalities; etc.)	25
Qualifications and References (Including but not limited to, Licenses, capacity, manpower, financial security etc.)	10
Performance, Resources and Approach (Including but not limited to, manpower, crews, convenience of location from which Proponent will perform services)	25
Cost Proposal (appendix C)	25
Hourly Rate Breakdown (appendix C-1)	15
Total	100

The City at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Proposals, and/or to accept that Proposal which is in the best interest of the City. The City reserves its right to take all steps it deems necessary to evaluate the Proponent's qualifications. Among other things, the City may make additional inquiries of the Proponent and any other Person, request additional information, obtain credit reports, and/or contact other local governments that have entered into contracts with the Proponent. A Proponent that does not provide the information requested by the City may be disqualified from this Solicitation. If a Proponent is deemed unqualified (i.e., not responsible) or not responsive, their Proposal shall not be considered. If the City concludes that a Proponent is qualified, responsible, and responsive, the Proponent will be evaluated based on total overall price.

Evaluation of the Proposal will be performed by a committee selected by the City ("Selection Committee"). The Selection Committee will evaluate the Proponent according to their Proposals. The initial scores will be tallied and a short list will be developed consisting of the Proponents receiving the highest point ratings. The Selection Committee may conduct discussions with Proponents on the short list for purposes of clarification to assure full understanding of the Solicitation requirements, and to determine to whom an award should be made. In conducting discussions, there shall be no disclosure of any information derived from Proponents submitted by competing Proponents. If two or more Proposals have received the same point score and are equal with respect to all other evaluation criteria, the Selection Committee may, at its discretion, review the time stamp of the Proposal Package submittal to determine the earliest received Proposal Package. The Selection Committee may award this Solicitation to the earliest submitted Proposal.

The Selection Committee will recommend to the City Council the Proponent(s) that it deems to be the best candidate(s) and in the best interest of the City. The City Council shall consider the Selection Committee's recommendation and, if appropriate, approve such recommendation. The City Council may also, at its option, reject the Selection Committee's recommendation and select another Proposal or a Proponent which it deems to be in the best interest of the City.

The Agreement will be presented to the City Council for approval. If the Agreement is approved by the City Council, the Mayor and City Clerk, on behalf of the City, shall execute the Agreement, after the Successful Proponent or Successful Proponents has (or have) done so.

1.11 NO WARRANTY CONCERNING CITY DATA

The data contained in this RFP, and any data that may be provided by an employee or agent of the City, are presented to the Proponents as a convenience only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proponents shall make no claim against the City because of any such data that proves to be erroneous in any respect. Each Proponent shall have sole responsibility for determining all of the relevant facts that may affect its Proposal.

1.12 VENDOR REGISTRATION

The successful Proponent shall register with the City as a vendor and shall remain registered with the City throughout the term of the Agreement. By submitting a Proposal in response to this Solicitation, the Proponent confirms that it is knowledgeable about and will comply with the City's procurement procedures and the City's Code of Ordinances.

1.13 COST INCURRED BY THE PROPONENT

All expenses involved with the preparation and submission of responses to this Solicitation to the City, or any work performed in connection therewith shall be paid by the Proponent.

1.14 NON-EXCLUSIVE CONTRACT/PIGGYBACK PROVISION

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these goods and services, and to make use of other competitively bid proposals, contracts, agreements, or other similar sources for the purchase of these goods and services as may be available. It is hereby agreed and understood that this Solicitation does not constitute the exclusive rights of the Proponent to receive all orders that may be generated by the City in conjunction with this Solicitation.

1.15 ACCEPTANCE OF GOODS OR EQUIPMENT

Any good(s) or equipment delivered under this Solicitation, if applicable, shall remain the property of the Proponent until a physical inspection and actual use of the goods or equipment are made, and thereafter is accepted as satisfactory by the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proponent and return the product to the Proponent at the Proponent's expense.

1.16 CONFLICTS OF INTEREST

The City's conflict of interest guidelines are contained in Article IV of the City Code, as amended, and the guidelines shall apply to any Proposal submitted in response to this Solicitation. Each Proponent, City employee, and Council member also must comply with conflict of interest and other applicable laws set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances. At a minimum, Proponents should be aware that, if awarded a contract, no person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Proposal may have any personal financial interest, directly or indirectly, with any contractor or vendor providing professional services on work assigned to the Proponent, except as fully disclosed and approved by the City. The Proponent shall further be aware that no person having such an interest shall be employed by the Proponent to work on this project.

1.17 F.O.B. DESTINATION

Unless otherwise specified in the Agreement, all prices quoted/proposed by the Proponent must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the proposal price.

1.18 FIRM PRICES

The Proponent warrants that the prices, terms, and conditions quoted in its response will be firm throughout the duration of this Agreement, unless otherwise specified in the Agreement. Such prices shall remain firm for the term of the contract. Prices may be re-negotiated after the termination of the term of the agreement and before the renewal of the Agreement.

END OF SECTION 1.0

SECTION 2.0
SPECIAL CONDITIONS/ SCOPE OF SERVICES

2.1 TERM OF CONTRACT

This Agreement shall commence on the first calendar day of the month after an award of the Proponent has been approved by the City Council and contingent upon the completion and submittal of all required Proposal documents. The contract term is for three (3) years and shall expire on the last day of the last month of the contract term with an option to renew for two (2) consecutive years.

2.2 SCOPE OF SERVICES

The Proponent shall furnish routine monthly maintenance, repair services, and when requested, emergency repair services to every elevator for each of the facilities specified herein. Services shall include any and all work, labor, equipment, and parts necessary to complete the work at a rate as specified in this RFP.

At the beginning of the contract period, the Proponent shall program the elevators so that the elevator emergency call system directs any and all emergency calls from the elevator to Proponent's designated emergency call center.

2.2.1 LOCATIONS:

The following facilities are to be included under the terms of the Agreement. The number or locations of elevators under the Agreement may be decreased or increased by the City at any time, in the best interest of the City. Subsequent to award, the Proponent will work directly with the facility's administrator(s) to coordinate for response, inspections, maintenance, and other required services.

LOCATION	DESCRIPTION	TOTAL
City Hall Building 501 Palm Avenue	One (1) Montgomery Hydraulic Passenger Elevator Two (2) Montgomery Traction Passenger Elevators	3
Neighborhood Service Center 300 East 1 st Avenue	One (1) Century Hydraulic Passenger Elevator	1
Police Administration 5555 East 8 th Avenue	Two (2) Dover Hydraulic Passenger Elevators	2
J.F.K. Library 190 West 49 th Street	One (1) Century Hydraulic passenger Elevator	1

Fire Administration Building 83 East 5 th Street	One (1) Dover Seville 35 Oildraulic Passenger Elevator, 3500 lb. capacity, 150 FPM, 4-stops, 4-openings in-line. EE # 6297, DC # 8117 One (1) Dover Seville 35 Oildraulic Passenger Elevator, 3500 lb. capacity, 150 FPM, 3-stops, 3-openings in-line. EE # 6298, DC # 8116	2
City Hall Parking Garage 20 East 6 th Street	Two (2) Schindler Hydraulic Passenger Elevators	2
Palm Center Parking Garage 255 Palm Avenue	Two (2) Schindler Hydraulic Passenger Elevators	2
Hialeah High Parking Garage 101 East 47 th Street	Two (2) Schindler Hydraulic Passenger Elevators	2
Milander Parking Garage 4840 Palm Avenue	Two (2) Schindler Hydraulic Passenger Elevators	2
Villa Aida Housing Complex Building 20 West 6 th Street	Two (2) OTIS 2500 Hydraulic Passenger Elevators	2
Annex Housing Complex 80 West 6 th Street	Two (2) OTIS 2500 Hydraulic Passenger Elevators	2
29 Units Housing Complex 55 East 9 th Street	One (1) Dover Hydraulic Passenger Elevator, 2500 Lb. Capacity.	1
Angela Gardens Housing Complex 695 West 2 nd Avenue	One (1) Schindler Hydraulic Passenger Elevator	1
Walker Park Community Center 800 West 29 th Street	One (1) Schindler Hydraulic Passenger Elevator	1
West Hialeah Branch Library 7400 West 24 th Avenue	One (1) Schindler Hydraulic Passenger Elevator	1

City of Hialeah Educational Academy 2570 West 76 th Street	One (1) OTIS Hydraulic Passenger Elevator	1
Milander Center 4800 Palm Avenue	One (1) Schindler Hydraulic Passenger Elevator	1
Villa Teresita Elderly Housing Complex 525 W 1 st Avenue	One (1) Schindler Hydraulic Passenger Elevator	1
Villa Sol Elderly Housing Complex 45 West 6 th Street	One (1) Schindler Hydraulic Passenger Elevator	1
Villa Alegria 275 Palm Avenue	Two (2) Schindler Hydraulic Passenger Elevators	2
Villa Luna 355 East 32 nd Street	Two (2) Schindler Hydraulic Passenger Elevators	2
300 Units Elderly Housing Complex 1340 West 26 th Place, Bldg A 1350 West 26 th Place, Bldg B 1360 West 26 th Place, Bldg C 1370 West 26 th Place, Bldg D	Eight (8) Schindler Hydraulic Passenger Elevators [Two (2) Schindler Hydraulic Passenger elevators per building]	8

2.2.2 ROUTINE MONTHLY ELEVATOR MAINTENANCE:

The Proponent will perform a minimum of one (1) inspection per month at each location as included in Section 2.2.1 above, and inspect all elevators as part of the Proponent's preventive maintenance service in accordance with the requirements of this RFP and the Agreement, at the monthly rate specified in this Solicitation. Labor, travel time, equipment and any materials used by the proponent to complete the routine monthly maintenance shall be included in the monthly rate specified in this Solicitation.

The following represents the minimum performance requirements for each facility and each elevator as part of the routine monthly maintenance portion of the contract, and covered under the monthly rate provided.

A. The Successful Proponent shall examine, clean, lubricate (refilling the hydraulic tank with hydraulic oil if needed), and adjust the following elevator related items, if applicable:

1. Generators
2. Machines
3. Motor driven components, solid state or otherwise
4. Controllers and controller components
5. Brakes
6. Hoisting motors
7. Selector motors
8. Worn gears and other gears
9. Bearings
10. Rotating elements
11. Brake magnet coils
12. Brushes and commutators
13. Brake shoes, linings and pins
14. Windings and coils
15. Contacts and relays
16. Resistors and transformers
17. Communication devices (i.e. telephone, cab phones, etc.)
18. Hoist way door restrictors
19. Solid state devices
20. Cleaning of elevator pit.

B. The Successful Proponent shall ensure guide rails are properly lubricated

C. The Successful Proponent shall determine whether guide shoe gibs or rollers need to be replaced.

D. Re-lamp signals and elevator shafts when required.

- E. The Successful Proponent shall determine whether control cables need to be replaced or repaired.
- F. The Successful Proponent shall conduct an annual test which shall include without limitation a no-load, low-speed test of car and counterweight safeties and buffers. These items to be performed as well at the end of the contract period.
- G. The Successful Proponent shall conduct a monthly examination of hoisting rope tension. Wire ropes and fastenings to be replaced as needed
- H. The Successful Proponent shall regularly examine and not less than once during the contract period, lubricate, adjust the following components, and determine whether repairs or replacement are needed for said components:
 - 1. Car and corridor operating stations
 - 2. Car and corridor hangers and tracks
 - 3. Door operating devices
 - 4. Door gibs
 - 5. Car fans
 - 6. Cab phones
- I. The Successful Proponent shall regularly, but not less than once during the contract period, clean elevator hatch equipment including without limitation:
 - 1. Rails
 - 2. Inductors
 - 3. Hatch door hangers and tracks
 - 4. Related devices, switches, buffers and car tops
 - 5. Elevator pit
- J. The Successful Proponent shall regularly, but not less than once during the contract period, dismantle brake plunger assembly, examine, replace worn parts, clean, lubricate, reassemble and adjust as required for proper operation.
- K. The Proponent shall examine monthly all safety devices and governors, and shall make at least one Annual Safety Test.
- L. The following elevator components will not be included in the routine monthly maintenance:
 - 1. Cab mirrors, handrails and ceiling
 - 2. Hoisting gates
 - 3. Door frames and sills

4. Wall and door panels
5. Smoke detectors, air conditioners or heaters

2.2.3 REPAIR SERVICES:

In addition to the routine monthly maintenance service, the Successful Proponent shall be required to repair or replace elevator components as needed, as authorized by the City, at a separate hourly labor rate as specified in this Solicitation. Any materials or parts required to complete the service shall be charged to the City at cost.

- A. Hourly Rate.** Repairs shall be performed at the hourly rate specified on the Cost Proposal form. The hourly rate shall include full compensation for labor, equipment, and travel time. Parts required for repair jobs and not otherwise included Section 2.2.2 of this Solicitation shall be billed at the Proponent's actual cost.
- B. Response time.** Response time for repair jobs shall be two (2) hours for non-emergency services and one (1) hour for emergency services. Failure by the Proponent to adhere to these response time requirements will result in default of the Agreement.
- C. Hours of Operation.** Repair services shall be available to the City twenty-four (24) hours a day, seven (7) days a week, year round. Regular hours shall be from Monday to Friday between 8:00 a.m. and 5:00 p.m. Overtime shall be between 5:00 p.m. and 8:00 a.m. weekdays and twenty-four (24) hours on Saturday, Sunday and Legal Holidays.
- D. Written Authorization.** Repairs shall not be performed unless expressly authorized in writing by the City.
- E. Quotes; Estimates.** The City reserves the right to seek cost estimates (quotes) from the Proponent prior to the performance of any repair work. Quotes will be provided at no additional cost to the City.

2.2.4 EMERGENCY SERVICES:

Services provided by the Proponent shall include Emergency (Breakdown) Call Back Services, 24 hours per day, seven (7) days a week, holidays included, in order to make necessary repairs and/or adjustments in order to restore full service in accordance with Section 2.2.3 (C). Response time shall be in accordance with Section 2.2.3 (B). Emergency Services shall include but not limited to response to any type of disrepairs, entrapment, slipping or dropping of elevator, whether considered an emergency or not, which renders the elevator unsafe or unstable, including any safety deficiencies and/or any other deficiencies noted by the facility administrator, City official or agent.

2.2.5 ADDITIONAL INSPECTIONS/ SERVICES REQUIRED:

Sixty (60) days prior to the initial three year expiration date of this Agreement, and again sixty (60) days prior to each year end of the Option to Renew periods, a physical inspection shall be made of each elevator at each location by a representative of the City accompanied by a representative from the Proponent. Any and all deficiencies noted shall be corrected by the Proponent prior to the expiration date, and confirmed by the City. Should the Proponent fail to perform corrections pursuant to noted deficiencies, the City reserves the right to either withhold final monthly payment(s) for the services, or procure another contractor to perform the needed

work and deduct his cost from the final payment owed to the Proponent. The City may also deemed the Proponent to be in violation of the Agreement and therefore in default of the same.

2.3 HOURLY RATE FOR REPAIRS OUTSIDE THE ROUTINE MAINTENANCE:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Proponent and shall be separate and apart from any routine maintenance service. Hourly labor rates are specified as follows:

- A. Regular hourly rate.** Shall include hourly rate for repairs during regular business hours (rate is to include labor and travel, parts are not included).
- B. Overtime rate.** Shall include hourly rate for repairs performed between 5:00 p.m. and 8:00 a.m., Monday through Friday and at any time on weekends and legal holidays observed by Federal law (rate is to include labor and travel, parts are not included).

2.4 PARTS AT PASS-THROUGH COST FOR REPAIRS:

All costs for parts required for repair jobs shall be billed at the Proponent's actual cost, and will be passed on to the City without markup or any additional fees. The Proponent shall submit a purchase receipt of parts along with the labor invoice for payment.

Proponent shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification(s) of this RFP and Agreement. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line.

2.5 WARRANTY:

The Proponent shall warrant its products and/or services against faulty labor and/or defective materials, for a minimum of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in effect for the full one (1) year period; regardless of whether the Proponent is under contract with the City at the time the defect is discovered.

The Proponent shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the Proponent of such deficiency in writing. If the Proponent fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Proponent in writing, that the Proponent may be debarred as a City Proponent and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the Proponent fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Proponent in default of its contract, and/or (b) procure the services from another vendor and charge the Proponent for the cost that are incurred by the City for this work or materials.

2.6 PROONENT'S USE OF THE WORK SITE:

The Proponent shall limit the use of the facility or premises to perform the work described herein in Section 2.2, with as little interruption to the City's operation as possible. The Proponent shall:

- 2.6.1** Confine operations at the facilities to the areas necessary to perform the work; not disturb other portions of the facility beyond the specified areas; conform to the facility's rules and regulations affecting the work;

- 2.6.2 Keep existing driveways and entrances to the facility clear and accessible to the City and its employees at all times; not use areas for parking and/or storage of materials except as authorized by the administrator of each facility;
- 2.6.3 Assume all responsibility for its tools, equipment and materials, including any material purchased for the work and not accepted by the City and its vehicles while performing the work for the City and/or while parked at a City facility. The City assumes no liability;
- 2.6.4 Keep areas such as hallways, stairs, elevators, and lobbies free from accumulation of waste, materials or construction debris.

2.7 INVOICING:

Invoices submitted for payment to the City shall contain purchase order number, work order number if applicable, details of service(s) performed; number of labor hours for each worker; hourly rate for each worker; total man hours billed; and material/parts furnished and actual cost itemized separate from the labor information. Copies of invoices or other appropriate documentation including available receipts for materials/parts purchased or supplied shall be provided for each job to support their actual cost prior to reimbursement. Failure to itemize the aforementioned will result in the invoice being returned until all information required is provided on the invoice.

Material cost, including unit prices, shall be listed as separate item(s). Material, parts or equipment installed shall be invoiced at the Proponent's actual cost to include any and all discounts offered by his/her supplier. Material prices submitted are subject to verification by the City.

The City shall not be responsible for payment of invoices submitted without the proper documentation or when the worked billed for differs from the work actually performed.

2.8 PROONENT'S PERSONNEL:

The Proponent agrees to employ, maintain and assign to the performance of the work the sufficient number of competent and qualified professionals and other personnel to meet the requirements set forth in this RFP and the Agreement.

The Proponent agrees to adjust staffing levels or to replace any personnel at the City's request, should the City make a determination that said staff member is qualified to perform the work in a competent and professional manner.

The Proponent warrants and represents that its personnel have proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the work, in a competent and professional manner.

Personnel shall be employees of the Proponent, who shall be responsible for deducting all taxes and payments of workman's compensation and unemployment insurance.

2.9 SAFETY PRECAUTIONS:

The Proponent must adhere to the applicable environmental protection guidelines for the entire duration of the work. If hazardous waste materials are used, detected or generated at any time, the City must be immediately notified of each and every occurrence. The Proponent shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities including OSHA, EPA, DERM, Miami-Dade County, Florida Building Code which bear on the performance of the work.

The Proponent shall take the responsibility to ensure that all work is performed with the adequate safeguards, including but not limited to, proper safe rigging, safety nets, fencing, scaffolding barricades and ladders, that are necessary for the protection of their employees, as well as the public and City employees. All riggings, scaffolding and ladders must be OSHA approved. If an emergency condition should develop during the work, the Proponent must immediately notify the City of each and every occurrence.

2.10 TIME FOR PERFORMING THE WORK:

Prior to performing any work, the Proponent shall establish with the City the hours during which the work is to be performed. No work shall be performed outside these hours without the written approval of the City.

2.11 EMERGENCY SERVICE/CONTACT:

The Proponent shall provide the City with evening, weekend, and holiday service, as necessary, to cope with an emergency situation which threatens the public's health and safety, as determined by the City. The Proponent shall be available by phone via a twenty-four (24) hour, seven (7) days per week phone service. It is expected that the non-schedule requests for service (emergency calls, etc.) shall be responded to within two (2) hours after the call is made to the service or directly to the Proponent.

2.12 DAMAGE TO PUBLIC/PRIVATE PROPERTY:

The Proponent shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be damaged or destroyed, the Proponent at his/her expense, shall repair or make restorations as is practical and acceptable to the City and/or owners of the destroyed/damaged property promptly within one week from the date the damage was done.

2.13 INSPECTIONS:

The City may, at reasonable times during the term hereof and at its discretion, contract a third party independent contractor, at the City's cost, to inspect the work and/or service performed by the Proponent, such as the required monthly maintenance and/or annual safety test, to determine whether the work actually performed by the Proponent conforms to the terms and conditions provided herein.

Should the third party independent contractor or a City representative find a violation, deficiency or non-conforming condition, the Proponent shall correct said violation, deficiency or condition within thirty (30) calendar days of receiving notification in writing, at the City's satisfaction, and at no additional cost to the City. Should the Proponent fail to perform corrections pursuant to the notification, the City reserves the right to either withhold final monthly payment(s) for the services, or procure another contractor to perform the needed work and deduct his cost from the final payment owed to the Proponent, and seek any other appropriate relief.

2.14 INSURANCE:

Each Proponent must provide proof of its ability to obtain insurance complying with the requirements specified Form A-4 (Insurance Check List) and submit an "Information Only Accord Certificate" demonstrating the Proponent's ability to obtain the required level of insurance. Certificates of insurance complying with these requirements do not need to be submitted with the Proposal; however, certificates of insurance will be required before the City executes a contract with the Successful Proponent.

The Successful Proponent must submit, prior to signing an agreement, Certificates of Insurance naming the City of Hialeah as an additional insured for insurance required by this Solicitation. The Successful Proponent shall ensure that all required insurance coverage remains current and in effect throughout the term of the contract awarded.

All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management officer before the City executes a contract with the Successful Proponent. Coverage limits shall equal or exceed the amount(s) required by this Solicitation and shall not be reduced for claims made for other projects undertaken by the Successful Proponent.

2.15 INDEMNIFICATION OF CITY:

The Contractor shall indemnify the City in compliance with the Indemnification provision included in the Agreement.

2.16 PROPOSAL/PERFORMANCE/PAYMENT BOND:

A Proposal Bond is not required under this Solicitation.

END OF SECTION 2.0

**SECTION 3.0
PROPOSAL FORMAT**

IT IS THE RESPONSIBILITY OF THE PROPONENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE AND ADDRESSES ALL OF THE REQUIREMENTS SET FORTH IN THIS RFP.

PLEASE READ THE ENTIRE SOLICITATION CAREFULLY BEFORE SUBMITTING A PROPOSAL.

3.1 GENERAL INSTRUCTIONS:

Proponents should carefully follow the format and instructions outlined in this Section 3, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section. Each Proposal shall be neatly typed and double-sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required.

Please be concise in all responses. If any category is NOT APPLICABLE, expressly state that it is not applicable. Proposals that do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

3.2 COPIES:

Please submit an original Proposal and clearly mark the "Original" as such. Five (5) complete paper copies of the original Proposal also must be submitted with the original Proposal. In addition, one complete copy of the original signed Proposal must be submitted to the City in an electronic (digital) format, in an Adobe (pdf) file, on a compact disk (CD), DVD, or USB Flash Drive. The CD, DVD, or USB Flash Drive must be clearly labeled with the Proponent's name, the Solicitation number, and the Solicitation title. If any one of the copies is incomplete, the Proposal may be deemed non-responsive.

3.3 SUBMISSION OF PROPOSAL PACKAGE:

Each Proposal, including the original and copies, shall be submitted in a sealed envelope.

The outside of each sealed envelope or package must clearly indicate the name and number of this Solicitation (i.e., Elevator Maintenance; RFP Number: 2016-17-8500-36-007); the Proponent's name and address; and the name and telephone number of the Proponent's contact Person.

Proposals shall be delivered no later than the time and date specified in the Solicitation Timetable (Section 1.3). After the deadline for submitting Proposals, the Proposal Packages will be opened and read in the Council Chambers by a member of the Purchasing Department.

PROPOSALS RECEIVED AFTER THE DEADLINE SPECIFIED IN THE SOLICITATION TIMETABLE WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED

Each Proposal must be delivered to the City of Hialeah, Office of the City Clerk, 3rd floor, 501 Palm Avenue, Hialeah, FL 33010.

3.4 TABBING OF SECTIONS:

Each section of the Proposal shall be separated by a physical tab/divider to insure that necessary documents are not overlooked. You may label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you should put "Not Applicable" on the tab divider page or on a sheet of paper.

3.5 SECTION 1 APPENDICES AND FORMS:

Each Proponent shall submit the three forms described below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

3.5.1 PROPOSAL SUBMITTAL FORM (APPENDIX A): The Proposal Submittal Form must be completely and neatly filled-in.

3.5.2 SUBMITTAL CHECKLIST (APPENDIX B): The Submittal Checklist shall be submitted in the Proposal Package as part of the Proposal. The checklist is provided merely for the convenience of the Proponent and shall not be relied upon by the Proponent in lieu of the instructions or requirements contained in this Solicitation.

3.5.3 COST PROPOSAL (APPENDIX C) AND HOURLY RATE BREAKDOWN (APPENDIX C-1): The Cost Proposal and Hourly Rate Breakdown shall be submitted in the Proposal Package as part of the Proposal. The Cost Proposal shall include the cost for the work required as set forth in the Agreement and the Hourly Rate Breakdown shall include the hourly labor rate during regular working hours and overtime.

3.6 SECTION 2 LETTER OF INTENT: CAPACITY TO PERFORM/NARRATIVE DESCRIPTION OF QUALIFICATIONS:

Each Proponent shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to commit the Proponent to the terms presented in its Proposal. The letter of intent must expressly state that the Proponent will provide the services requested in the RFP, in compliance with the terms in the Agreement, for the prices submitted in the Proposal. In the letter, the Proponent must provide information demonstrating that the Proposal will be able to dedicate sufficient personnel, inventory, certifications and other resources to perform the work required under the RFP and the Agreement. The Proponent must identify and describe the resources it has available to serve the City.

The letter must include a description of the systematic approach and actions to be taken to provide the services requested under the RFP and Agreement. This systematic approach must describe, at a minimum, the established procedure and Proponent's capability to process orders, including emergency orders, respond to complaints, and address disputes. The Proponent shall describe delivery process, response time, and location from which the Proponent will perform the services pursuant to the requirements of the RFP and Agreement.

The Proponent must demonstrate that it meets the minimum qualification requirements set forth in Section 1.6, above. Further, the Proponent shall submit as set forth in Section 4, Form A-8, Proponent's Qualifications and References. Form A-8 Proponent's Qualifications and References, must be completed, executed and properly notarized. All of the Proponent's information concerning qualifications shall be submitted in the Proponent's Package.

3.7 SECTION 3 CONTRACT FORMS:

All of the City's standard contract forms must be completed (with all blanks filled in), executed, and properly notarized. The following forms must be submitted in the following order:

Vendor Registration (if not registered)

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non-Collusion Affidavit
Form A-3	Insurance Requirement
Form A-4	Insurance Check List
Form A-5	Proponent's Acknowledgement <i>(attach copies of addendum, if any)</i>
Form A-6	City of Hialeah Disclosure Affidavit
Form A-7	Assignment of Antitrust Claims
Form A-8	Proponent's Qualifications and References
Form A-9	Financial Resources
Form A-10	Litigation History

Please include all applicable forms with your Proposal documents. Each form must be filled in completely, signed and notarized. E-mailed forms will NOT be accepted.

With regard to "Form A-5 Acknowledgement of Addenda", it is the responsibility of the Proponent to check for and obtain all addenda to this RFP.

END OF SECTION 3.0

SECTION 4.0
FORMS AND APPENDICES



Forms
& Appendices



Appendix A

PROPOSAL SUBMITTAL FORM:
ELEVATOR MAINTENANCE
RFP No.: 2016-17-8500-36-007

FEIN NO. : ____ / ____ - ____ / ____ / ____ / ____ / ____ / ____
(Proponent's Federal Employer Identification Number) If none, Proponent's Social Security Number

The undersigned Proponent certifies that this Proposal is submitted in accordance with the Proposal specifications and conditions governing this Proposal, and that the Proponent will accept any award(s) made to him as a result of this Proposal.

FIRM NAME: _____

STREET ADDRESS: _____

**CITY/STATE/ZIP
CODE:** _____

TELEPHONE NO.: _____ **FAX NO.:** _____

**E-
MAIL:** _____

By signing this document the Proponent agrees to all of the terms and conditions of this Solicitation and the Agreement that is attached hereto in Section 6 of this RFP.

AUTHORIZED SIGNATURE _____ **Date** _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

**PRINT NAME OF PROPONENT'S
REPRESENTATIVE** _____

**TITLE OF
PROONENT'S REPRESENTATIVE** _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPONENT TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPONENT TO THE TERMS OF ITS OFFER.

LEGAL SIGNATURE OF AFFIANT (Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____,

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____
Type of Identification Produced _____



Appendix B

SUBMITTAL CHECKLIST

ELEVATOR MAINTENANCE
RFP No.: 2016-17-8500-36-007

This checklist is provided for Proponent's convenience only. It identifies the sections of this submittal document that must be completed and submitted with each response. Any Proposal that fails to include one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed in this Solicitation. This checklist sets guidelines for consideration, and may be added to as the need arises.

Proponent's Name: _____

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Appendix A: Proposal Submittal Form	
	Appendix B: Submittal Checklist	
	Appendix C: Cost Proposal	
	Appendix C-1: Hourly Rate Breakdown	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY
	Narrative Description Documents	
	A-8 Proponent's Qualifications and References	
Tab/Page No.	Section Three (3)	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusion Affidavit	
	A-3 Insurance Requirement	
	A-4 Insurance Check List	
	A-5 Proponent's Acknowledgement	
	A-6 City of Hialeah Disclosure Affidavit	
	A-7 Assignment of Antitrust Claims	

FOR PURCHASING OFFICE USE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		



Appendix C

COST PROPOSAL
ELEVATOR MAINTENANCE
RFP No.: 2016-17-8500-36-007

**THIS PROPOSAL SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS
FROM DATE OF OPENING**

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address _____

The following Proposal is in strict accordance with **The City of Hialeah RFP No. 2016-17-8500-36-007** and all attachments as referenced therein.

The Proponent agrees to perform all of the requirements to complete the work required as more particularly specified in the Agreement for the following cost:

LOCATION	DESCRIPTION	UNIT PRICE (MONTHLY)	MINIMUM NUMBER OF VISITS PER YEAR	TOTAL AMOUNT
City Hall Building 501 Palm Avenue (3 Elevators)	One (1) Montgomery Hydraulic Passenger Elevator	\$	12	\$
	Two (2) Montgomery Traction Passenger Elevators	\$	12	
Neighborhood Service Center 300 East 1 st Ave (1 Elevator)	One (1) Century Hydraulic Passenger Elevator	\$	12	\$

Police Administration 5555 East 8 th Ave (2 Elevators)	Two (2) Dover Hydraulic Passenger Elevators	\$	12	\$
J.F.K. Library 190 West 49 th St (1 Elevator)	One (1) Century Hydraulic passenger Elevator	\$	12	\$
Fire Administration Building 83 East 5 th Street (2 Elevators)	One (1) Dover Seville 35 Oildraulic Passenger Elevator, 3500 lb. capacity, 150 FPM, 4-stops, 4-openings in-line.	\$	12	\$
	One (1) Dover Seville 35 Oildraulic Passenger Elevator, 3500 lb. capacity, 150 FPM, 3-stops, 3-openings in-line.	\$	12	
City Hall Parking Garage 20 East 6 th Street (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
Palm Center Parking Garage 255 Palm Avenue (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
Hialeah High Parking Garage 101 East 47 th Street (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
Milander Parking Garage 4840 Palm Avenue (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
Villa Aida Housing Complex Building 20 West 6 th Street (2 Elevators)	Two (2) OTIS 2500 Hydraulic Passenger Elevators	\$	12	\$

Annex Housing Complex 80 West 6 th Street (2 Elevators)	Two (2) OTIS 2500 Hydraulic Passenger Elevators	\$	12	\$
29 Units Housing Complex 55 East 9 th Street (1 Elevator)	One (1) Dover Hydraulic Passenger Elevator, 2500 Lb. Capacity.	\$	12	\$
Angela Gardens Housing Complex 695 West 2 nd Ave (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$
Walker Park Community Center 800 West 29th St (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$
West Hialeah Branch Library 7400 West 24 Ave (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$
City of Hialeah Educational Academy 2570 West 76 th St (1 Elevator)	One (1) OTIS Hydraulic Passenger Elevator	\$	12	\$
Milander Center 4800 Palm Avenue (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$
Villa Teresita Housing Complex 525 W 1 st Avenue (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$
Villa Sol Elderly Housing Complex 45 West 6 th Street (1 Elevator)	One (1) Schindler Hydraulic Passenger Elevator	\$	12	\$

Villa Alegria 275 Palm Avenue (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
Villa Luna 355 East 32 nd St (2 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
300 Units Elderly Housing Complex (8 Elevators)	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	\$
1340 West 26 th Place, Bldg A	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	
1350 West 26 th Place, Bldg B	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	
1360 West 26 th Place, Bldg C	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	
1370 West 26 th Place, Bldg D	Two (2) Schindler Hydraulic Passenger Elevators	\$	12	
			TOTAL AMOUNT	\$

Name of Proponent (Please Print)

Name of Proponent's Agent (Please Print)

Title:

Signature of Proponent's Agent

Date:

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____



Appendix C-1

HOURLY RATE BREAKDOWN

The hours below are not guaranteed and are for illustrative purposes only in calculating total costs. The Proponent agrees to perform all of the requirements to complete the work required for the billing rate for work performed as follows:

	Hourly Rate	Number of Hours	Number of technicians	Totals
CALL BACKS / MAINTENANCE				
Straight Time				
9-5 Monday through Friday:		25 Hours		
Overtime - time and a half Monday through Friday after 5pm:				
Federal Holidays:		8 Hours		
Saturday and Sunday:		12 Hours		
FOR REPAIRS				
Straight Time				
9-5 Monday through Friday:		40 Hours		
Overtime - time and a half Monday through Friday after 5pm:				

Appendix C-1

HOURLY RATE BREAKDOWN

	Hourly Rate	Number of Hours	Number of technicians	Totals
Saturday and Sunday:		12 Hours		
				Total:

**THIS PROPOSAL SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS
FROM DATE OF OPENING**

Name of Proponent (Please Print)

Name of Proponent's Agent (Please Print)

Title:

Signature of Proponent's Agent

Date:

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

Form A-1

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Hialeah, Florida, by _____

(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Form A-1(Continued)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 2017.

Personally known _____

OR Produced Identification _____

(Type of identification)

Notary Public - State of _____

(Printed typed or stamped
commissioned name of notary public)

Form A-2

NONCOLLUSION AFFIDAVIT OF PRIME PROPONENT

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ [title] of _____
[name of entity], the Proponent that has submitted the attached Proposal:
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proponent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proponent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proponent, firm or person, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price any other Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Hialeah** (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) _____

Subscribed and sworn to before me

(Title)

This ____ day of _____, 20 ____

Title _____

(Title)

My commission expires _____

Form A-3

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Proponent shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the Proponent under the Agreement or in connection with the work.

The Proponent shall, during the work under this Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Proponent in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

When naming the City of Hialeah as an additional insured onto the Proponent's policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in the Agreement.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor, before the work is started, with the City of Hialeah. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

No work shall be performed by subcontractors. All policies shall be made available to the City upon demand.

The Proponent shall take note of the indemnification contained in the Agreement and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Agreement from any and all claims arising out of the Proponent's operations.

Further, the Proponent will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

Form A-3(Continued)

INSURANCE REQUIREMENTS

SUPERVISION

Contractual and any other Liability Insurance provided under the Agreement shall not contain a supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Proponent's work. The Proponent shall assume all on-the-job responsibility as to the control of Persons directly employed by the Contractor.

CONTRACTS

Nothing contained in the Solicitation or Agreement shall be construed as creating any contractual relationship between Persons directly employed by the Proponent and the City. The Proponent shall be as fully responsible to the City for the acts and omissions of persons employed by them, as the Proponent is for acts and omissions of Persons directly employed by the Proponent.

PROTECTION

Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proponent during the term of the Agreement. The Proponent shall be held responsible for any damage to any Person or property occurring by reason of the Contractor's operation under the Agreement.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under the Proponent's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be

Form A-3(Continued)

INSURANCE REQUIREMENTS

in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

Proponent

Signature of Proponent

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

Form A-4

INSURANCE CHECK LIST

**ELEVATOR MAINTENANCE
RFP No.: 2016-17-8500-36-007**

INSURANCE	LIMITS
<u> X </u> 1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	AS PROVIDED IN AGREEMENT
<u> X </u> 2. GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	<u>BODILY INJURY/PROPERTY DAMAGE</u> AS PROVIDED IN AGREEMENT
<u> X </u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	AS PROVIDED IN AGREEMENT
<u> X </u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS AND SECTION X OF THE AGREEMENT	AS PROVIDED IN AGREEMENT
<u> X </u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	AS PROVIDED IN AGREEMENT
<u> X </u> 6. UMBRELLA LIABILITY	<u>AS PROVIDED IN AGREEMENT</u>
_____ 7. GARAGE LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
_____ 8. GARAGE KEEPER'S LEGAL LIABILITY	\$50,000 EACH OCCURRENCE
<u> X </u> 9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
_____ 10. TEACHERS PROFESSIONAL LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE

- _____ 11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED
- _____ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT
- _____ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED
- _____ 14. FIRE LEGAL LIABILITY
- _____ 15. OTHER INSURANCE AS INDICATED BELOW:
Builders Risk Complete Value Policy
- X 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- X 17. BEST'S GUIDE RATING: _____ A:X OR BETTER
- X 18. THE CERTIFICATE MUST STATE THE PROPOSAL NUMBER AND TITLE
- X 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED."ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

PROPONENT AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of this Solicitation and we recognize that evidence of insurability may be required within five (5) days after Proposals are opened.

 Proponent

 Insurance Agency

 Signature of Proponent

 Signature of Proponent's Agent

 Signature of Florida Resident Agent

Agent's Errors and Omissions Policy:

 Name and Location of Agency

 Policy Company; Expiration Date; Amount of Coverage; Policy Number

 LEGAL SIGNATURE OF AFFIANT

 (Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

 Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

Form A-5

SUBMIT PROPOSALS TO: CITY OF HIALEAH OFFICE OF THE CITY CLERK 501 PALM AVENUE, 3rd Floor HIALEAH, FL 33010			CITY OF HIALEAH Request for Proposals Proponent Acknowledgment	
Page 1 of 3	Telephone Number (305) 883-5988	Mailing Date April 7, 2017	Proposal No. 2016-17-8500-36-007	
Proposal may not be withdrawn within 180 DAYS after the Proposal opening. May 9, 2017		Proposal Title Elevator Maintenance		
All awards made as a result of this Proposal shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances		Reason for "no Proposal"		
NAME OF VENDOR		AREA CODE	TELEPHONE NUMBER	
MAILING ADDRESS		BUSINESS ADDRESS		
CITY - STATE - ZIP CODE				
I certify that this Proposal is made without prior understanding agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to abide by the Proposal and all conditions of this Proposal and the Agreement. I certify that I am authorized to sign this Proposal for the Proponent.		AUTHORIZED SIGNATURE (MANUAL)		
		AUTHORIZED SIGNATURE (TYPED) TITLE		

GENERAL CONDITIONS

SEALED PROPOSALS: This form must be executed and submitted in a sealed envelope with the Proponent's Package. Proposals not submitted with this Proposal form may be rejected.

- EXECUTION OF PROPOSAL:** Each Proposal must contain a manual signature of the Proponent's authorized representative in the space provided above.
- NO PROPOSAL:** If not submitting a Proposal, respond by returning this form, marking it "No Proposal", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the Proposal mailing list. Note: To qualify as a respondent, Proponent must submit a "No Proposal" and it must be received no later than the stated Proposal opening date and hour.
- PROPOSAL OPENING:** Shall be at a public opening commencing at the time and date specified in the Solicitation. It is the Proponent's responsibility to assure that its Proposal is delivered at the proper time and

place of the Proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable.

4. **PROOF OF CAPABILITY:** The Proponent may be required before the award of any contract, to show to the complete satisfaction of the City Council that it has the necessary facilities, ability and financial resources to perform the Proposal requirements in compliance with the Agreement.
5. **PATENTS AND ROYALTIES:** The Proponent, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the Proponent uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
6. **RATE OF WAGES:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **PRICES TERMS AND PAYMENT:** Firm prices shall be quoted; the prices shall be typed or printed in ink and shall include all charges, unless otherwise explicitly stipulated in the Agreement.
 - (a) **TAXES:** A Proponent shall include all applicable taxes in its Proposal or proposal. A Proponent will not be excused from payment of state sales or transportation taxes or other applicable taxes. A Proponent shall not base a Proposal price on an assumption that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the Proponent.
 - (b) **DISCOUNTS:** Proponents may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the highest net price for Proposal evaluation purposes. Proponents are encouraged to reflect cash discounts in the prices quoted.
 - (c) **MISTAKES:** Proponents are expected to examine the Agreement, specifications, delivery schedule, Proposal prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at Proponent's risk.
 - (d) **SAFETY STANDARDS:** All of Proponent's activities under the Agreement shall comply with the applicable requirements of the Occupational Safety and Health Act and any standards thereunder.
8. **AWARDS:** As the best interest of the City may require, the City reserves its right to make award(s), or reject any and all Proposals, or waive any minor informality or technicality in Proposals received.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Proponents must furnish all information requested in the spaces provided on the Proposal form. Each Proponent may submit with his proposal, descriptive literature and/or complete specifications covering the Proponent's facilities and equipment.
10. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed to the City, as provided in the Solicitation. Inquiries must reference the date of Proposal opening and title. Failure to comply with this condition will result in Proponent waiving his right to dispute the Proposal specifications.
11. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the Contractor to other customers shall be passed on to the City of Hialeah.

12. **ADVERTISING:** In submitting a proposal, Proponent agrees not to use the results therefrom as a part of any commercial advertising.
13. **LIABILITY:** The Proponent shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement.
14. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this Request for Proposals.
15. **SPECIFICATION SILENCE:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretations of the Specifications shall be made upon this statement.

NOTE: THIS PROPOSAL CONSTITUTES AN OFFER FROM THE PROPONENT. IF ANY OR ALL PARTS OF THE PROPOSAL ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS/HER SIGNATURE TO THE AGREEMENT, WHICH SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE PROPONENT AS ARE CONTAINED HEREIN.

Proponent

Signature of Proponent

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

Form A-6

**PURCHASING DIVISION
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

I _____ being first duly sworn, state:

The full legal name and business address* of the Person or entity contracting or transacting business with the City of Hialeah are:

Phone Number: _____ Fax Number: _____

If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

The full legal names and business addresses* of every other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

Proponent's Tax ID Number (F.E.I.N) or Social Security Number: _____ - _____

PROOF OF CORPORATE STATUS

Please provide proof of corporate status. Each corporate Proponent must demonstrate it is an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. Proof of good standing also is required for all partnerships, limited partnerships, joint-ventures, etc.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

****Post office box addresses are not acceptable.**

Form A-7

ASSIGNMENT OF ANTITRUST CLAIMS

For, and in recognition of, good and valuable consideration, receipt of which is hereby acknowledged,

Company Name

acting herein by and through _____,
Individual Name

its _____ and duly authorized agent,
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to the City's RFP No. _____ for Elevator Maintenance Service and the City's Agreement for Elevator Maintenance Services.

Date

Name

Signature

Title

Name of Company

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

Form A-8

PROPONENT'S QUALIFICATIONS AND REFERENCES

1. To assist the City of Hialeah in determining whether the Proponent is qualified to do the work set forth in the Proposal and Agreement, the Proponent shall furnish hereunder a list of references who are qualified to judge the Proponent's qualifications and experience in providing work of a similar nature to that which the Proponent will perform for the City. For each reference, please provide a name, address, phone number, and e-mail address (if available). _____

2. The Proponent shall list its previous experience with similar projects, but shall not list more than ten (10) projects _____

3. The Proponent shall list the names and addresses of each Person and firm that is a principal in the Proponent. _____

4. The Proponent shall list the names of the Proponent's executives that will give personal attention to the Proponent's work under the Agreement. _____

Form A-8 (Continued)

PROPONENT'S QUALIFICATIONS AND REFERENCES

Proponent

Signature of Proponent

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

FORM A-9

FINANCIAL RESOURCES

Each Proponent shall provide the City with copies of their audited financial statements for the last two (2) years. If the Proponent does not have audited financial statements, the Proponent may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. Publicly traded corporations may provide pertinent copies of, or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission.

In all cases, the Proponent must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that the Proponent has the financial resources necessary to provide the services contemplated by this RFP.

Each Proponent also must provide: (a) information concerning their lines of credit, including the total amount of all lines of credit and the amount currently available; and (b) one or more letters of reference from lenders or other financial institutions that can attest to the creditworthiness of the Proponent and their willingness to do business with the Proponent.

Pursuant to the Florida Public Records Law, all of the financial information provided to the City, as well as all of the other information submitted with the Proponent's Proposal, will be available for public inspection after the Proposals are opened, except as provided in Sections 119.071(1) (b) and 286.0113, Florida Statutes.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known ____ or Produced Identification ____

Type of Identification Produced _____

FORM A-10

LITIGATION HISTORY

Each Proponent shall identify each case in the last ten years (i.e., on or after January 1, 2006) where:

- (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proponent, if such proceeding arises from or is related to a dispute concerning the Proponent's rights, remedies or duties under a contract with a city, county, or other governmental entity for elevator maintenance services;
- (b) a city, county, or other governmental entity terminated a contract with the Proponent concerning linen and laundry services; or
- (c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Proponent's payments under a contract with a hospital, city, county, or governmental entity for linen and laundry services.

Each Proponent also shall identify each instance in which the Proponent paid more than ten thousand dollars (\$10,000) to settle a dispute with a hospital and/or a governmental entity concerning the Proponent's performance under contract for linen and laundry services, and such payment occurred on or after January 1, 2006. The Proponent shall identify each such settlement agreement, and the amount paid by the Proponent, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

For each case identified pursuant to this Chapter 10, the Proponent must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Proponent must disclose whether the Proponent, or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2006.

Each Proponent must disclose whether the Proponent, or any of its owners, officers, subsidiaries, or affiliates have in the last ten (10) years (i.e., on or after January 1, 2006): failed to qualify as a responsive Proponent for elevator maintenance services; or refused to enter into a contract for elevator maintenance services after an award had been made to the Proponent; or failed to complete a contract for linen and laundry services; or been declared to be in default in any contract for linen and laundry services. If any of these events have occurred, the Proponent should provide additional information to explain the basic facts concerning such event.

LEGAL SIGNATURE OF AFFIANT

(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this _____ day of _____, _____

Notary Public - State of: _____

My Commission Expires: _____

Print/Type and Stamp commissioned name of Notary Public

NOTARY SEAL

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

END OF SECTION 4.

SECTION 5.0 GUIDELINES AND GENERAL INFORMATION

5.1 CITY OVERVIEW

Hialeah, Florida (pop. 224,669) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925.

The City currently has 1300+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

5.2 DEFINITIONS

Capitalized words and phrases in this RFP are defined in Section 1, above, and in the Agreement that is contained in Section 6, below. In addition, the following terms, phrases, words and their derivations shall have the meaning given herein:

- a) **'Agreement'** means the "Elevator Maintenance Services Agreement", including all of the exhibits and amendments thereto.
- b) **'Award'** means the acceptance of a Proposal, offer, or proposal by the City Council of the City of Hialeah.
- c) **'Successful Proponent'** means the Proponent that receives an award of the Agreement from the City as a result of this Request for Proposals.

- d) **'Proponent'** means the Person, company, entity or organization submitting a Proposal in response to this Request for Proposals.
- e) **'City'** means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida or (b) the government of the City, acting through the City council or its designees.
- f) **'Solicitation'** means this Request for Proposals.
- g) **'Work', 'Services', 'Program', 'Project', or 'Engagement'** mean all matters and things that will require to be done by the Proponent(s) in accordance with the scope of work and all terms and conditions of this Request for Proposals.

5.3 INVITATION

This Request for Proposals is extended to any Person, company, and organization that can satisfy the requirement(s) specified herein. The requirements presented in this Request for Proposals represent the City's anticipated needs.

5.4 PUBLIC ENTITY CRIME/ DISCRIMINATORY VENDOR LIST

The *Public Entity Crime Affidavit Form*, (Form "A-1") attached to this Request for Proposals, includes documentation that shall be executed by an individual authorized to bind the Proponent. Any Proponent, or any of its suppliers, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Proponent or any affiliate of the Proponent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Proponent further understands and accepts that any contract issued as a result of this Request for Proposals shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proponent for any goods, services or materials furnished.

5.5 LOBBYING

All Proponents, their agents and proposed sub-consultants, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Request for Proposals. Proponents, their agents and proposed sub-consultants are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Request for Proposals (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Proponent, its agents and potential subconsultants who violate these guidelines will not be considered for review. The Purchasing Director (identified on the cover page of this Request for Proposals) shall be the only point of contact for questions and/or clarifications concerning the Request for Proposals, the selection process and the negotiation and award procedures.

5.6 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

The City may temporarily or permanently suspend contractors from doing business with the City whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Proponent or subconsultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Proponents or its proposed sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Proponent or its proposed sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Proponent further understands and accepts that any contract issued as a result of this Request for Proposals shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Proponent for any goods, services or materials furnished.

5.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES

Proponents shall contact the Purchasing Director, identified on the cover page of this Request for Proposals, for all inquiries related to this RFP. All Proponents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page.

5.8 ORAL REPRESENTATION

No oral representation made by any City staff or official shall be binding on the City. The contents of this Request for Proposals and any subsequent addenda issued by the City shall govern all aspects of this Request for Proposals.

5.9 ADDENDA

If any revisions to the Request for Proposals become necessary (other than changes to the deadline for Proposal submission), the City will notify all registered Proponents requesting the corresponding document at least three (3) calendar days before the date scheduled for opening the Proposals. The City may revise the deadline for Proposal submission at any time prior to the date and time scheduled for opening the Proposals. **It is the responsibility of all Proponents to ascertain whether any addenda have been issued before the Request for Proposals deadline by either calling or checking with the City's Purchasing Director.**

5.10 CANCELLATION OF THE REQUEST FOR PROPOSALS

The City reserves the right to cancel this Request for Proposals and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

5.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred by any Person in connection with the preparation, submission or presentation of a Proposal in response to this Request for Proposals. The Proposal and the information in the Proposal shall be provided at no cost to the City.

5.12 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

5.13 PROPOSAL SUBMISSION AND OPENING

All Proposals shall be submitted in sealed envelopes by the deadline indicated on the cover page of this Request for Proposals. The City assumes no responsibility for Proposals not properly labelled.

The City will not accept Proposals delivered after the established deadline. If the Proposal is delivered after the established deadline, a Proponent shall be deemed non-responsive to the Request for Proposals requirements.

Receipt of a Proposal by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Request for Proposals. The City will not accept or consider Proposals submitted via facsimile transmission. The public is welcome to attend the Proposal opening.

5.14 ASSIGNMENT OF PROPOSALS

A Proponent shall not transfer or assign its Proposal to a third party following submission of a Proposal to the City.

5.15 WITHDRAWAL OF PROPOSAL

A Proponent may withdraw their submitted Proposal by notifying the City in writing through an authorized representative at any time prior to the opening/submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Proponent. Proposals, once received, become the property of the City, and will not be returned to Proponents even when they are withdrawn from consideration.

Proposals, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

5.16 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proponents shall invoke the exemptions to disclosure provided by law, in the Proposal, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary.

5.17 REJECTION OF PROPOSALS

The City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Proponent is deemed non-responsive; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Request for Proposals that does not affect the price of the contract nor does it give a Proponent an advantage or benefit not enjoyed by other Proponents and does not adversely impact the City.

5.18 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS

This Request for Proposals is issued pursuant to the City of Hialeah Code of Ordinances, which prohibits certain types of communications. After the advertisement of this Request for Proposals, all communications concerning this Solicitation should be directed to the City's Acting Director of the Purchasing Department. Potential Proponents and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Acting Director of Purchasing, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Request for Proposals shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, Proponent, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

This Section 5.18 does not apply to oral communications at pre-Proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk.

5.19 BUSINESS ENTITY REGISTRATION

The City of Hialeah requires business entities to complete and file a registration application before doing business with the City. Proponents need not register with the City to present a Proposal; however, the selected Proponent(s) must register prior to award of a contract because the failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 883-5865. It is the responsibility of the business entity to update and renew its application concerning any changes, such as new address, telephone number, etc. during the performance of any agreement obtained as a result of this Request for Proposals.

5.20 SEALED PROPOSALS

The original copies of the Proposal Forms, as well as any other pertinent documents, must be returned to the City in order for the Proposal to be considered for award. All Proposals are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Proposal Forms.

The completed Proposal must be submitted in sealed envelopes clearly marked with the Proposal title to the Office of the City Clerk of the City of Hialeah, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 before 3:00 p.m., local time on the date due.

5.21 EXECUTION OF PROPOSAL

The Proposal must contain a manual signature of an authorized representative in the space provided on the Proposal Form. Failure to properly sign the Proposal shall invalidate same and it shall NOT be considered for award. All Proposals must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the Proposal. Any illegible entries, pencil Proposals or corrections not initialed will not be tabulated. The original Proposal conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

5.22 PAYMENT

The City of Hialeah complies with Florida Statute 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

5.23 LEGAL REQUIREMENTS

Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proponent will in no way be a cause for relief from responsibility.

The individual executing this Proposal on behalf of the Company warrants to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

5.24 PROPOSAL OPENING

Proposals shall be opened and publicly read in the Council Chambers, 3rd floor, 501 Palm Avenue, Hialeah, Florida 33010 on the date and at the time specified on this Solicitation.

5.25 DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the City shall be final and binding on both parties. Any Proposal protest shall be handled pursuant to Section 2-815.1 of the City Code.

5.26 PATENTS & ROYALTIES

The Proponent, without exception, shall indemnify and save harmless the City of Hialeah, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Proponent uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in providing the required goods or services.

5.27 OSHA

The Proponent warrants that the product and services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proponent responsible for same.

5.28 SPECIAL CONDITIONS

Any Special Conditions that vary from these General Conditions shall have precedence.

5.29 ANTI-DISCRIMINATION

The Proponent certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

5.30 INSURANCE/PERMIT

Proponents are required to assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of Hialeah building requirements and the South Florida Building Code. The Proponent shall be liable for any damages or loss to the City occasioned by negligence of the Proponent (or agent) or any person the Proponent has designated in the completion of the contract as a result of the Proposal.

5.31 PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Proposal Bonds, when required, shall be submitted with the Proposal in the amount specified in Special Conditions. After acceptance of Proposal, the City

will notify the successful Proponent to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

5.32 FACILITIES

The City reserves the right to inspect the Proponent's facilities at any time with prior notice.

5.33 PROPOSAL TABULATIONS

Proponents desiring a copy of the Proposal tabulation may request same by enclosing a self-addressed stamped envelope with the Proposal.

5.34 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern this RFP and the contract between the City of Hialeah and the successful Proponent. Any action concerning this RFP or the Agreement shall be brought exclusively in the state or federal courts in and for Miami-Dade County, Florida.

5.35 CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal under this Request for Proposals is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, the Proponent must submit a request for clarification to the City of Hialeah Purchasing Director. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Proposal, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such Addendum will be emailed to each Proponent receiving the Request for Proposals. In the event of a conflict with the original Agreement, the Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

5.36 AWARD OF CONTRACT

- A. A contract may be awarded to the responsive, responsible Proponent whose Proposal, conforming to the Request for Proposals, is

most advantageous to the City of Hialeah. The best responsive, responsible Proponent(s) will be determined in conjunction with the method of award which is described in the Special Conditions.

- B. The City shall award a contract to a Proponent only through action taken by the City Council.

- C. While the City may determine to award a contract to a Proponent(s) under this Request for Proposals, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Proponent shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Proponent is in default, the City, through the Purchasing Director, will void its acceptance of the Proponent's offer and may determine to select the second most responsive, responsible Proponent or re-solicit Proposals. The City may, at its sole option, seek monetary restitution from the defaulting Proponent as a result of damages or excess costs sustained and/or may prohibit the Proponent from submitting future Proposals for a period of one year.

- D. The City reserves the right to exercise the option to renew a term contract of any successful Proponent(s) to a subsequent optional period; provided that such option is stipulated in the contract ultimately awarded in regard to this Proposal.

- E. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Proposal.

5.37 ASSIGNMENT

The Proponent shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5.38 LAWS, PERMITS AND REGULATIONS

The Proponent shall obtain and pay all licenses, permits and inspection fees as may be required by the Agreement and this RFP. The Proponent shall comply with all laws, ordinances, regulations,

building code requirements applicable to the goods or services contemplated herein.

5.39 OPTIONAL CONTRACT USAGE

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the City, has certified its use to be cost effective and in the best interest of the City.

5.40 SPOT MARKET PURCHASES

It is the intent of the City to purchase the goods or services specifically listed in this Proposal from the selected Proponent. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

5.41 INCENTIVES/DISINCENTIVES

The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

5.42 NON-COLLUSION

By submitting this Proposal, Proponent certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

5.43 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding this Proposal becomes the property of the City. Proposals may be reviewed by any Person ten (10) days after the public opening. Proponents should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any Person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from same. Disqualification of a Proponent does not eliminate this right.

5.44 STANDARDIZED CHANGES

Contract documents shall be modified, if necessary, to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

END OF SECTION 5

SECTION 6.0
ELEVATOR MAINTENANCE AGREEMENT



ELEVATOR MAINTENANCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the City of Hialeah, a Florida municipal corporation ("City"), having its principal place of business located at 501 Palm Avenue, Hialeah, Florida 33010, and _____ a _____ Corporation ("Contractor"), having its principal place of business at _____, this _____ day of _____, 2017.

WHEREAS, the City solicited Proposals from all qualified companies that wished to provide the City with elevator maintenance services to several facilities, pursuant to City of Hialeah Request for Proposals No. 2016-17-8500-36-007 (hereafter "RFP"); and

WHEREAS, the City awarded the Proposal to Contractor; and

WHEREAS, the Contractor in conformity with the terms of the RFP, which are incorporated herein by reference, will provide the City with all labor, materials, tools, and equipment necessary to provide regular and systematic elevator maintenance for each of the facilities specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties, intending to be legally bound, understand and agree as follows:

I. TERM

This Agreement shall have a duration of three (3) years, commencing on _____ and ending on _____ ("Term"). The City shall have the option to renew this Agreement for two (2) consecutive one (1) year terms. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative. This Agreement will be in effect during the term indicated above. All services, work and activities as described in Exhibit "A" shall be undertaken, performed and completed within the term provided herein and prior to the expiration of this Agreement. The City reserves the right to extend the commencement date of the services provided.

II. SCOPE OF SERVICES

In consideration of the fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "A" hereto ("Services"). The Contractor agrees to undertake, perform and complete all necessary work, functions and activities, including providing all materials, supplies, or labor, that may be necessary or reasonably inferred from this Agreement, at Contractor's sole cost and expense, to provide the contemplated Services, whether or not the work, function, activity, material, supply or labor is specifically identified and required in this Agreement.

III. COMPENSATION

A. The City shall pay the Contractor upon Contractor's completion of, and City's acceptance of, the services and/or materials required herein in Section II, Scope of Services, and as set forth in the Cost Proposal and Hourly Rate Breakdown submitted by the Contractor in response to the RFP, which are attached hereto and incorporated herein by reference as Exhibit B. ("Compensation"). The City acknowledges that in the event that the City requires additional services from the Contractor, the parties will negotiate the fee for these additional services and pay the Contractor separately.

B. The Contractor shall provide the City with quarterly invoices with the appropriate supporting documents. Invoices submitted for payment to the City shall contain purchase order number, work order number if applicable, details of service(s) performed; number of labor hours for each worker; hourly rate for each worker; total man hours billed; and material/parts furnished and actual cost itemized separate from the labor rates and number of labor hours. Copies of invoices or other appropriate documentation including available receipts for materials/parts purchased or supplied shall be provided for each job to support their actual cost prior to reimbursement. Failure to itemize the aforementioned will result in the invoice being returned for adherence to the same.

C. Material cost, including unit prices, shall be listed as separate item(s). Material, parts or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by his/her supplier. Material prices submitted are subject to verification by the City.

D. The City shall pay to the Contractor within 45 days from the receipt of the invoice for services rendered. The City acknowledges that the rate of compensation is not the rate of compensation payable to the individual assigned to perform the specific job by the Contractor. Contractor acknowledges that it bears the obligation to compensate its employee pursuant to any federal, state, county, or local government laws, rules or regulations. The City shall not be responsible for payment of invoices submitted without the proper documentation or when the work billed for differs from the work actually performed.

E. It is hereby understood that any payment made by the City to the Contractor in accordance with this section shall be made only if the Contractor is not in default under the terms of this Agreement and submitted the invoice with all the required documentation as specified above. If the Contractor is in default, then the City shall in no way be obligated to pay and has the right to withhold or offset any sum owed to the Contractor until the default is cured or the City's claim is settled.

IV. INDEPENDENT CONTRACTORS

Contractor and its employees, representatives and agents, including the individuals assigned to the City, shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The Contractor, its employees, representatives and agents shall not be deemed to be entitled to the Florida Workers' Compensation benefits as an employee of City. This Agreement is not intended, nor shall it be construed, to create third party beneficiary rights in any person or entity unless expressly otherwise provided. The Contractor shall have no right, power or authority to (a) enter into an agreement or accept an engagement on behalf of the City; (b) incur any expense or other obligation for which the City would or might be responsible; or (c) bind the City in any promise, statement, representation or commitment unless specifically provided for in this Agreement.

V. NOTICE

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF HIALEAH

CONTRACTOR

VI. OWNERSHIP OF DOCUMENTS

A. All documents developed by the Contractor under this Agreement shall be delivered to City by the Contractor upon completion of the services required pursuant to Section II hereof and shall become the property of City, without restriction or limitation of its use. City assumes the risk of reuse of all documents developed by the Contractor upon delivery after completion of services. The Contractor agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

Public Records

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the CONTRACTOR fails to comply with the requirements in this Section VI, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the

CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL (CITYCLERK@HIALEAHFL.GOV), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FLORIDA 33010).

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

VII. NONDELEGABLE PERFORMANCE

The Contractor acknowledges that in entering upon this Agreement, the City has relied upon the Contractor's professional background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any person or entity, in whole or in part, unless the City first consent in writing to the performance or assignment of such service or any part thereof by another person or entity.

VIII. CONSTRUCTION OF AGREEMENT

This Agreement, its interpretation and performance, the relationship between the Parties and any dispute arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Contractor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

IX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

X. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

XI. INDEMNIFICATION

Contractor, for ten (\$10.00) and other good and valuable consideration, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to the Services or Contractor's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from any condition, (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not). This Section shall survive the termination of this Agreement.

Contractor covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of Contractor's performance of the Services pursuant to this Agreement. Contractor will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor.

The parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

XII. LIMITATION OF LIABILITY

A. The City's total liability to the Contractor for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Contractor by the City under this Agreement for the actual work performed.

B. In no event shall the City be liable to the Contractor for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

XIII. CONFLICT OF INTEREST

A. The Contractor covenants that no person under her employ who presently exercises any functions or responsibilities for or on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Contractor. The Contractor further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Contractor or her employees must be disclosed in writing to the City.

B. The Contractor is aware of the conflict of interest laws of the City, Hialeah Code Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respects with the terms of such laws.

XIV. INSURANCE

A. Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance, in such amounts specified in Exhibit "C" (Insurance).

B. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the City by naming the City as additional insured under the Comprehensive General Liability Insurance Policy and shall not include an exception or exclude claims for assault and/or battery.

C. Contractor shall provide the City with a Certificate of Insurance and copies of all insurance policies required by this section. All endorsements and certificates shall state that the City shall be given 30 days' notice prior to expiration or cancellation of the policy.

XV. DEFAULT AND TERMINATION

A. **Termination without Cause:** The City retains the right to terminate this Agreement without cause upon 30 days written notice prior to the completion of the services required under Section I hereof without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Contractor who shall be paid for those services performed or materials/parts accepted by the City prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Contractor an amount in excess of the total sum provided by this Agreement.

B. **Termination for Cause:** The City may terminate this Agreement for cause, which shall include but not be limited to the following:

- a. Contractor's failure to comply and/or perform in accordance with this Agreement; or
- b. Contractor's performance of this Agreement, for any reason, is rendered impossible or not feasible; or

- c. Contractor's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or
- d. Contractor is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;
- e. If Contractor causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after fifteen (15) days written notice provided to Contractor by the City within which to cease and/or correct such deficiencies, and upon Contractor's failure to do so after such written notice, subject to paragraph C below, the Agreement is hereby revoked and canceled without the need for other or further action by City.

C. Default and Notice to Cure: Before the City terminates this Agreement under this Section C; it shall give written notice to the Contractor that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Contractor that this Agreement shall be terminated unless the default is cured within fifteen (15) calendar days following the Contractor's receipt of the notice. If a cure cannot reasonably be effected within fifteen (15) days despite the exercise of due diligence, the Contractor may request an extension of the cure period in writing delivered to the City providing a detailed explanation why the cure cannot be completed within fifteen (15) days. The request shall be delivered prior to the expiration of the cure period. If the Contractor's request is reasonable, as determined by the City's representative or his/her designee, the time to cure the default may be extended by the City in writing for such additional time as is reasonably necessary to affect a cure, provided that the Contractor exercises continuous diligent efforts to cure the default during the extended cure period. If the Contractor fails to cure the default within the cure period, or fails to exercise continuous diligent efforts to cure the default, the City may terminate this Agreement. The termination shall take effect as of the date specified in a written notice of default provided by the City to the Contractor. Upon termination, the City may cure the default at the expense of the Contractor, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

D. Effect of Termination: It is hereby understood that any payment made to the Contractor in accordance with this section shall be made only if the Contractor is not in default under the terms of this Agreement. If the Contractor is in default, then the City shall in no way be obligated to pay and shall not pay the Contractor any sum.

XVI. GENERAL PROVISIONS

A. No discrimination. Contractor agrees that it shall not discriminate as to religion, race, sex, color, creed, national origin, age or disability, in connection with its performance under this Agreement. Contractor represents and warrants to City that Contractor does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, disability, marital status, national origin, ancestry, familial status, or sexual orientation. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin, ancestry, familial status, or sexual orientation unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. Compliance with federal, state and local laws. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, relating to labor and employment, including but not limited to hour and wage requirements, screening and interviewing.

C. Entire Agreement. The parties agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement.

D. Choice of Law. This Agreement shall be construed and enforced according to the laws of the State of Florida. The Contractor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts of Miami-Dade County, Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

E. Severability. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision shall be severed and the remaining terms and provisions of this Agreement shall remain in full force and effect.

F. Assignment. The Contractor covenants and agrees not to assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement without the prior written consent of the City.

G. Award of Agreement. The Contractor warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

H. Successors and Assigns. This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

I. Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof; and no waiver shall be effective unless made in writing.

J. Additional remedies. The City reserves the right to seek any other remedy as provided by law upon the Contractor's breach of the terms of this Agreement.

K. Amendments. This Agreement cannot be amended or modified except in writing executed by all parties hereto.

L. Captions. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

M. Conflict. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

Attest:

Approved on behalf of City of Hialeah

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

(SEAL)

Date

Approved as to legal sufficiency and form:

Lorena E. Bravo, City Attorney

Authorized signature for _____

Signature

Title: _____

Date: _____

Witnesses:

Signature

Name _____

Date: _____

Signature

Name _____

Date: _____

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EXHIBIT "A"
SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"
INSURANCE